

HEAVY AND HIGHWAY

A G R E E M E N T

between

THE LABOR RELATIONS DIVISION OF CONSTRUCTION
INDUSTRIES OF MASSACHUSETTS, INC.

and

MASSACHUSETTS & NORTHERN NEW ENGLAND LABORERS'
DISTRICT COUNCIL
of the
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
AFL-CIO



EFFECTIVE:
JUNE 1, 2012 - MAY 31, 2017

AGREEMENT

This Agreement made and entered into this 1st day of JUNE 2012, by and between the Labor Relations Division of Construction Industries of Massachusetts, Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts, referred to hereinafter as the "Association", acting for and in behalf of and under the Authority of its members, as per Schedule I attached hereto and made a part hereof, and any members joining said Association during the term of this Agreement, and such other Heavy and Highway Contractors who execute an Acceptance of the Terms and Provisions of this Agreement hereinafter collectively referred to as the "Employer" and the Massachusetts & Northern New England Laborers' District Council of the Laborers' International Union of North America, acting for and on behalf of Massachusetts Local Unions: 22-Boston, 39-Fitchburg, 88-Boston, 133-Quincy, 138-Norwood, 151-Cambridge, 175-Lawrence, 223-Boston, 243-Worcester, 385-New Bedford, 429-Lowell, 473-Pittsfield, 560-Waltham, 596-Holyoke, 609-Framingham, 610-Fall River, 721-Brockton, 876-Taunton, 999-Springfield, 1285-Boston and 1421-Greater Boston each referred to as the "Local Union" and collectively hereinafter to as the "Council".

PREAMBLE

The purpose of this Agreement is to determine the hours, wages, fringes and other conditions of employment, and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the Employer may have sufficient capable workmen and the workmen may have as much continuous employment as possible, without interruption by strikes, lockouts, or other labor management troubles.

Now, Therefore, the undersigned Employer and the Union, in consideration of the mutual promise and covenants herein contained, agree as follows:

ARTICLE I
TERRITORIAL JURISDICTION

This Agreement shall apply to and be effective within all areas of the Commonwealth of Massachusetts.

ARTICLE X
WAGE RATES/BENEFITS AND CLASSIFICATIONS

Section 1. The actual negotiated “Wage and Benefit Schedule” is included as “Appendix A” to this Agreement and incorporated herein by reference. The parties agree that the Council maintains the right to allocate the negotiated Wages and Benefit increases reflected in Appendix A, in its sole discretion, among wages, fringe benefits and dues deduction.

Section 2. Amount to be paid over basic wage above:

Pipelayers	0.25
Mason Tenders	0.25
Pneumatic Drill Operators	0.25
Pneumatic Tool Operators	0.25
Wagon Drill Operators	0.25
Asphalt Rakers	0.25
Fence & Guard Rail Erectors	0.25
Laser Beam Operators	0.25
Air Track Operators	0.75
Block, Pavers, Rammers & Curb Setters	0.75
Hydraulic & Similar self-powered drills	0.75
Powdermen & Blasters	1.00
Construction Specialist (hazardous waste)	2.00

ARTICLE XIII
MASSACHUSETTS LABORERS' HEALTH & WELFARE FUND

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each employee, covered by this Agreement to the Massachusetts Laborers' Health & Welfare Fund. Said sum will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll of the preceding calendar month. The said Fund will be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union and the Employers. Said Trust Agreement shall

conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the Commonwealth of Massachusetts. The said Fund will be used to purchase accident and sickness disability insurance and hospitalization, medical and surgical benefits and/or other welfare benefits of a similar nature for the said employees as provided in said Trust Agreement.

The Union reserves the right to remove the employees whose wages, hours and working conditions as set forth in this Agreement from any job for which the Employer has failed to remit to the aforementioned Health & Welfare Fund monies due to the Fund within the time for payment thereof, as determined by the Board of Trustees acting under the authority of the Agreement and Declaration of Trust under which the Fund operates.

The failure to contribute by the Employer to the said Health & Welfare Fund, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XXI herein. The Massachusetts Laborers' Health & Welfare Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

ARTICLE XIV

MASSACHUSETTS LABORERS' PENSION FUND

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each employee covered by this Agreement to the Massachusetts Laborers' Pension Fund. Said sum will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under, and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Employers. The Plan and the Trust shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the Commonwealth of Massachusetts.

The Trust and Plan at all times shall be a "qualified" Trust and Plan, as defined by Section 401 of the Internal Revenue Code. The Plan and the Trust shall be created and administered, subject to modification, change of methods of administration and practices as may be required, to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary

expense of doing business in the computation of Federal Income Tax of the Employers.

The failure to contribute by the Employer to the said Pension Fund, as provided herein, for the purpose of the remedy the Union may pursue is covered in Article XXI herein. The Massachusetts Laborers' Pension Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

ARTICLE XVII
MASSACHUSETTS LABORERS' ANNUITY FUND

Section 1. There has been established, by an appropriate Agreement and Declaration of Trust, pursuant to Section 302(c) of the National Labor Relations Act, as amended, the Massachusetts Laborers' Annuity Fund.

Section 2. Each Employer subscribes to and agrees to be bound by the above Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Trust Agreement.

Section 3. Each Employer agrees to pay for each hour worked by each employee covered by this Agreement to the Massachusetts Laborers' Annuity Fund, the negotiated contribution in each respective zone and any future allocated increase during the term of this agreement (reflected in Addendum A of this Agreement). Said sums will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. Payment shall be made in one check and on the same form furnished by the Massachusetts Laborers' Benefit Funds. The said Fund will be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union and the Employers. Said Trust Agreement shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the Commonwealth of Massachusetts.

Section 4. Members of the Association and Employers subscribing to the Trust Agreement, when working outside the jurisdictional area of this Agreement in areas where they have no contractual obligation to contribute to an annuity fund, shall contribute the same amount in the same manner as set forth above to the "Massachusetts Laborers' Annuity Fund" for each laborer when said laborer is sent and put to work by the Employer from the territorial jurisdiction set forth in Article I.

Section 5. Failure to contribute to the Fund shall be a violation of this Agreement. The Union and the Employer mutually recognize the requirement that

ARTICLE XXIX
TRADE AUTONOMY

The Employer acknowledges the Union's claims of trade autonomy over the following divisions and subdivisions of the trade:

Section 1. GENERAL HEAVY & HIGHWAY WORK: All work performed in connection with the Heavy and Highway Construction Industries, i.e., setting road forms, stripping and dismantling concrete form work; loading, unloading, carrying or handling of all reinforcing steel and steel mesh; handling of lumber and other building materials; operating jackhammers, paving breakers, and all other pneumatic tools; operation of heaters of all types, assisting in the setting of cut stone, granite or artificial stone; tending to masons, mixing mortar, building and dismantling of scaffolds; construction of cofferdams; paving, laying, raking, shoveling and tamping of asphalt; paving, tamping and ramming of granite blocks on roads and highways; spading and concrete pit work; grading form pinning, shoring, sheeting and lagging, laying pipe and caulking thereof; laying conduits and ducts; blasting bracers, concrete saw operators, chain saw operators, fence and guard rail erectors, riprap and drywell builders, water-proofing, damp-proofing, weather proofing and conditioning of all materials, loading, unloading, distribution, installation and tending of all types of temporary heating systems, handling, placing and removal of canvas, polyethylene and all other covering protective materials used for covering work, equipment and materials, etc.; erection and dismantling of wood or steel forms for concrete or asphalt curbing, and construction and erection of highway signs; the traditional laborers work involved in the operation and maintenance of such tools of the trade. All of the above-work, regardless of whether it may be performed in full or in part within a cofferdam. The installation of all temporary and permanent fencing regardless of material as well as temporary safety netting.

Section 2: HEAVY AND HIGHWAY CONSTRUCTION DEFINED: Heavy and Highway construction, where referred to in this Agreement, is defined as the construction, concrete work, repair, erection and demolition of highways of all types, heavy and utility construction of all roads, streets, alleys, driveways, sidewalks, guard rails, fences, parkways, parking areas, airports, conduits, highway railroad bridges, railroad and street railway construction projects, sewers,

grade separations, service mains, open cut work, foundations exclusive of buildings, snow removal, abutments, viaducts, shafts, tunnels, subways, track elevations, elevated highways, reclamation projects, drainage or flood control projects, installation and removal of wick drains, aqueducts, water supply projects, water power developments, transmission lines, duct lines, pipe lines, dams, locks, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, marine projects, sewage and water treatment plants and tanks, except for that portion of the building above grade and attending thereto, all work performed with floating equipment, plants used by the construction industry, such as asphalt plants, ready-mix concrete plants, aggregate processing plants, concrete plants, quarries, temporary garages, field shops or shacks on or near a job site used in conjunction with a construction project. The operation of all onsite pick-up and service trucks. Trucks including but not limited to stake-body trucks, rock-body trucks, dump trucks, job site moving of water wagon, attenuater-crash trucks, line application vehicles and all traffic control vehicles of any nature.

Section 3. CURB, DUCTBANK AND SIDEWALK FORMS, GRADING, LANDSCAPING, TRADITIONAL STONE AND BRICK WORK: The erection and setting of curb and sidewalk forms, grading and landscaping, as well as the traditional laborers work involved in the setting of stone and brick, precast or monumental stone, the cutting, fitting, placing, setting laying and jointing of rubble stone and the finishing of concrete walks as well as when incidental to landscape projects in connection with heavy and highway, site or paving projects shall be the work of the laborer. The construction and/or reconstruction of manholes; The installation of dry laid masonry units including but not limited to block, brick and/or stone. The erection of all forms (including but not limited to any material) in duck banks shall be the work of the laborer.

Section 4. SCAFFOLDS: The building, erecting, dismantling and maintenance thereof, of all exterior scaffolds for all trades including, but not limited to, lathers, plasterers, bricklayers and masons. The traditional laborers work, including but not limited to building, planking or installation and removal of all staging, rolling tower, non-powered adjustable scaffold, system scaffolds, pump jack scaffolds, swinging and hanging scaffolds shall be the work of the laborers; the traditional laborers' work involved in the erection, operation and dismantling of hydraulic/motorized mast climbers used for materials, the installation, operation, dismantling of all manual, motorized or material hoists, the installation and removal of any safety devices. Guardrails, toe boards, canopies, lifelines and anchor points for personal fall arrest systems. The installation of any means of

access or egress such as ladders, stairs, ramps etc. The installation and removal of any tie-ins, including any welding needs for tie-ins, the loading, unloading and distribution of all and any types of scaffold to and from the trucks shall be the work of the laborers.

Section 5. CHIPPING AND CUTTING: The cutting, chipping, coring and / or grinding of existing structures whether they be concrete, steel, masonry or wood shall be the work of the laborer.

Section 6. CLEANUP: The cleaning of all debris for all trades to designated areas or stockpiles on each floor shall be the exclusive work of the laborers. This work shall include wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within the confines of the structure and cleaning of all debris for all trades in the building and construction area. Clean-up work shall be the exclusive work of the laborer even in the case of a Construction Manager who direct and subcontracts all work. In the case of a Construction Manager, each individual subcontractor will utilize laborers directly or indirectly to perform clean-up work. The general clean-up for all trades including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal of loading or burning of all debris including crates, boxes, packaging waste material shall be the work of the laborers. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein shall be the work of the laborers. Clean-up, mopping, washing, waxing and polishing and dusting of all floor areas shall be the work of the laborers. Snow shoveling, cleaning of office trailers and the unloading, handling and distribution of furniture for office trailers shall be the work of the laborer.

Section 7. AIRPORTS: All work performed in connection with airport operations including escort, radio, flagging and driving functions shall be the work of the laborer. Any construction gate will be manned by a laborer.

Section 8. WINTER PROTECTION: The installation, fastening (including, but not limited to cleating), dismantling and adjusting by any means, method or mode of windbreaks, temporary enclosures, insulating blankets or other winter protection device. The hanging, securing and removal of all tarps and other weather protection, including but not limited to, tarps made of canvas, plastic and polyethylene or other material of any configuration shall be the work of the laborer, with the exception of pre-manufactured building.

Section 9. HEATER OPERATION: The installation and operation of all temporary heat and ventilation systems regardless of fuel source, including radiant heat, motorized or not. The installing, relocating and repairing of the pipe and connections or duct system shall be the work of the Laborer. The installation of individual units of non-bulk systems such as "salamander" and "LP" gas heaters shall be the work of the laborers. Any new radiant heat systems shall also be the exclusive work of the laborer.

Section 10. HIGHWAY LANE STRIPING AND PAVEMENT ARROWS AND MARKINGS: Highway lane striping and pavement arrows and markings shall be the work of the laborers.

Section 11: STRIPPING AND DISMANTLING OF CONCRETE FORMS: The stripping and dismantling of all forms including but not limited to forms related to flat arch, final strip, bulkheads, bridge brackets and footings not intended for immediate reuse shall be the work of the laborers. This involves the release of forms by any means, method, or mode, including cutting and burning from the concrete structure and the dismantling of the shoring, staging and other related material supporting the forms including, but not limited to, spanalls, joists, over hanging brackets, and mechanical travelers. All loading, unloading, stockpiling, oiling, cleaning and moving of any forms to their next point of installation is the work of the laborer. Final strip shall be the work of the laborer defined as the breakdown of any form system by any means, method or mode to its integral components for stockpile, storage or removal from the jobsite or to be discarded. Gang forms will be moved by any means, method or mode to the next point of installation by the laborers. Another trade will then accept the form and set it. All loading, unloading, stockpiling, oiling, cleaning and moving of any forms to their next point of installation shall be the work of the laborers. Stripping of all duct banks forms including those that involve panel forms or any other material.

Section 12. TENDERS: Tending masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic, whether by bucket, hod, wheelbarrow, buggy, or other motorized unit

used for such purpose, including forklifts, lulls, bobcat or skid-steer type equipment and other similarly related equipment involved in traditional laborers' work. The tending by any means, method or mode of the erection of concrete form related support systems, form travelers, spanalls, joists, bridge brackets, vertical and sloped form work;

Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other drying process;

The aging and curing of concrete, including but not limited to the spraying of water, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

Section 13. EXCAVATIONS AND FOUNDATIONS-SITE PREPARATION AND CLEARANCE-TRANSPORTATION AND TRANSMISSION LINES:

Excavation for building and all other construction, digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals, and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines; installation of electrical conduit.

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc. for cross-country transmission by pipelines or electric transmission or underground lines or cables. Cathodic protection and mobile lighting plants;

On site preparation and right-of-way for clearance for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing, slashing, cutting, trimming of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or

timber on construction areas. Choker setters, off bearers, lumber handlers and all laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences and sound barrier systems of whatever kind. The installation of all temporary and permanent fencing regardless of material as well as temporary safety netting. Clean up of right-of-way, including tying on, signaling, stacking of brush, trees, or other debris, and burning where required. All soil test operations of semi and unskilled labor, such as filling of sand bags, handling of timber and loading and unloading of same.

Section 14. CONCRETE, BITUMINOUS CONCRETE AND AGGREGATES:

- a) Concrete, bituminous concrete, or aggregate for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregate whether done by hand or any other process. Wrecking, the traditional laborers work of cutting of steel rods, plates, beams to accommodate concrete work, stripping, dismantling, and handling concrete forms and false work. Building of centers for fire-proofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and a strikeoff of concrete or aggregates by floating, rodding or screeding, by hand or mechanical means prior to finishing the handling and installation of rails and nests for Bidwell type operations. Where pre-stressed or pre-cast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. The placement of vapor barriers and/or under slab insulation;
- b) All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water;

The filling and patching of voids, crevices, etc. to correct defects in concrete caused by leakage, bulging, sagging, etc.;

- c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used;
- d) All work on interior concrete columns, foundations for engine and machinery beds;
- e) The cutting, grooving or coring of all types of concrete, including bituminous concrete, shall be the work of the laborer;

The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, on all semi and unskilled work connected therewith.

Concrete Specialist work including but not limited to all types of maintenance and utility concrete work, as well as dry packing and prefabricated and pre-stressed concrete construction on the job site and the shop, such as sidewalks, all walls not limited to concrete, columns, steps, floors, floor slab beams, joists, also screeding, finishing and rubbing, grouting, pointing and patching of the same will fall under the jurisdiction of this agreement. Laborers' concrete specialist work shall include machine grinding and the preparation of sub floor surfaces. The specified jurisdiction shall also include rubbing or grinding if done by machine or carborundum stone, patching, brushing, chipping and brush hammering, cutting of nails, wires, wall tiles, etc., of all concrete construction. The specified jurisdiction of the traditional laborers work including the cutting of all steel rods, plates, beams etc. to accommodate concrete work. The Laborers' Concrete Specialist shall have jurisdiction over all specialist activity not limited to the above mentioned examples.

Section 15. STREET, WAYS AND BRIDGES: Work in the excavation, preparation, concreting, asphalt bituminous concrete and mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and/or removal for streets, highways, roadways, aprons, runways,

sidewalks, parking area, airports, approaches and other similar installations. Preparation, construction, and maintenance of roadbeds and sub-grade material, ramming or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing mats or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screeding for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete and stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, rip-rap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same. Microbial infestation and bird/animal remains/feces and paint removal on bridge construction projects.

Section 16. TRENCHES, MANHOLES, HANDLING, LAYING AND DISTRIBUTION OF PIPE, ETC.: Cutting of streets and ways for laying and connecting of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials, concreting, backfilling, grading, and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying and connection of pipes or conduit for any purpose. Laying and connecting, loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, non-dedicated fire protection pipelines and connections gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Back filling and compacting of all ditches, resurfacing of roads, streets, etc., and/or restoration of lawns and landscaping, the erection of any materials by any means or method and dismantling of duct bank shall be the work of the laborer.

Section 17. SHAFTS AND TUNNELS, SUBWAYS AND SEWERS: Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes,

levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels, or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. The cutting, drilling and installation of material used for timbering or retimbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly, welding and installation of multiplate, liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pump-creting or gunniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footage and foundations for bridges, overpasses, underpasses, aqueducts, etc. and their approaches. All concrete work as described above and in addition, hooking on, signaling and dumping of concrete for treme work over water on caissons, pilings, abutments, etc. Excavation grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes. Installation of well points or any other dewatering system.

Section 18. COMPRESSED AIR: In compressed air all work underground or in compression chambers, including tending of the outer aid lock. All work in compressed air construction, including, but not limited to, groutman, trackmen, welders, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators, form men, concrete blower operators, cement (insert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skinner track layers, dumpmen, diamond drillers, timbermen and retimbermen, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jetgunmen, gunnite nozzlemen, gunmen, reboundmen and all other work connected therewith.

Section 19. SEWERS, DRAINS, CULVERTS AND MULTIPLATE: Laying and connecting, unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering, laying or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring, and cribbing; breaking of concrete backfilling, tampling, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or wide sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main

or side sewers and storm sewers and all pipe for drainage. Laying and connecting, unloading, handling, distribution, assembly in place, bolting, lining up and welding of sectional metal or other pipe, including corrugated pipe. Laying and connecting of lateral sewer pipe from main sewer or side sewer work. Laying and connecting, leveling and making of the joint of all multi-purpose pipe or multi-cell conduit. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method, and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

Section 20. UNDERPINNING. LAGGING. BRACING PROPPING AND SHORING: Under-pinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structures by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures, loading, signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Cleanup and back-filling, landscaping old and new site.

Section 21. DRILLING AND BLASTING: All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor or weld the same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, and road guarding.

Section 22. SIGNAL MEN: Signal men on all construction work defined herein or by federal, state or local laws, regulations or ordinances, including traffic control signal men at construction sites.

Section 23. GENERAL EXCAVATION AND GRADING: The clearing, excavating, filling, insulation of exterior foundations, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainman, rodmen, grade markers, etc.

Section 24. FACTORIES: All work in factories, mills and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw materials unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment; vessel cleaners and/or dryers; washing or cleaning laboratory glassware, stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, restrooms and furniture.

Section 25. GENERAL: Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets, ways, sewers, and water lines and all maintenance work and work of an unskilled and semi-skilled nature, including laborers in shipyards, wastewater treatment plants, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, and safety men, toolroom men, park, sports arena and all recreational center employees, utilities employees, horticultural and agricultural workers, garbage and debris handlers and cleaners.

Section 26. ALL PROCESSING PLANTS, PITS YARDS QUARRIES ETC.: All Processing Plants, including, but not limited to the traditional laborers work for stationery and/or portable crushing plants, drillers, blasters and/or powdermen, nippers, signal men, laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable batching and/or crushing plants.

Section 27. WRECKING: The wrecking, all selective demolition or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. All cleaning and/or demolition accomplished through the use of high pressure water or other comparable Hydro-Technologies. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All cleanup, removal of debris, burning, backfilling, and landscaping of the site of wrecked structure.

Section 28. RAILROAD TRACK WORK; Right-of-way clearance as described above, excavation, grading, sub-grading, blasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation;

All burning or otherwise cutting of track. Setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, show flies, sidings, gradings, crossings, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences. Stripping of all concrete forms is the work of the laborer, regardless of type.

Section 29. STUDIO UTILITY EMPLOYEES: All such work as herein described as may be pertinent to and part of the operation of Motion Pictures and other related types of studios.

Section 30. USE OF TOOLS AND EQUIPMENT OPERATION: Operation of all hand, pneumatic, electric motor; combustion or air-driven tools or equipment necessary for the performance of work described herein including, but not limited to, the traditional laborers work involved in the operation and maintenance of such tools of the trade as forklifts, lulls, bobcats, winches, jacks, scissors lifts, man lifts, aerial lifts, whether operated manually or mechanically by portable operating devices, parking lot striping machines, pumps and other similarly related equipment. Installation of outdoor playgrounds, swing sets and jungle gyms regardless of the material used for their construction.

Section 31. FIRE WATCH: In the event a fire watch is required, it should be assigned to the laborer.

Section 32. MISCELLANEOUS: All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired, including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

Section 33. ENVIROMENTAL / HAZARDS WORK: All laborers' work involving environmental/toxic waste removal asbestos, lead and mold/microbial remediation. Also including the prepping or protection or work areas; the

demolition of any building materials and/or structures related to the remediation work; the removal and repair of pipe coverings and the removal and restoration of ventilation ducts; the use of any and all equipment, tools and filtering devices and the installation of all soil vapor barriers/membrane (such as a liquid boot).

Section 34. FIELD TURF APPLICATIONS: Grading, framing, site preparation, scarifying, edging, cleaning, placement and installation including subsurface layers, artificial turf and turf-like materials along with the cleanup, drainage and related work at athletic fields, airports and other heavy and highway and building and site construction projects.

Section 35. CUTTING, BURNING AND WELDING: The traditional laborers work of all cutting, burning and welding including the use of torches, plasma cutters, carbon arc gages and welders shall be the work of the laborer. Laborers shall be properly certified as required to perform this work.

Section 36. WATER STORAGE TANKS: All traditional laborers work including but not limited to, wire winding and shotcreting operations including the operation of the nozzle. The preparation, construction, including the placement of reinforcing steel and installation of all concrete forms, wall and dome panels. The hoisting, rigging and tagging operations of all panels. The operation of any lulls or similar equipment used to move materials and equipment used in wire winding operations. The erection and dismantling of any and all scaffold systems.

ARTICLE XXX **APPRENTICESHIP PROGRAM**

The parties hereby incorporate by reference, as part of this agreement, the "Apprenticeship Standards For Construction Craft Laborer" adopted by the Parties on January 26, 1998.

Employers employing one or more apprentice(s) shall participate in the 4000 hour Massachusetts Laborers' District Council Apprentice Program under the above-referenced standards for construction craft laborer.

A. New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborers (or, alternatively, cannot demonstrate equivalent skills in a placement examination

administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever, possible, enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

B. The Apprenticeship and Training Standards approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, and the Massachusetts Department of Labor and Training are hereby incorporated by reference as a part of this Agreement.

C. The Apprentice wage rates:

<u>Hours of Credit</u>	<u>Wage Rate</u>
0 – 999	60% of Journey Worker
1,000 – 1,999	70% of Journey Worker
2,000 – 2,999	80% of Journey Worker
3,000 – 3,999	90% of Journey Worker
4,000 - over	Journey Worker

D. The Employer may pay a higher rate at its option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid.

E. The Employer shall pay an Apprentice the full fringe benefit package as described in this contract.

F. Entry into the Apprenticeship Program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An Apprentice advances from one hours-of-credit and wage-rate category to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice.

G. The Employer shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. The employer is not obligated to accept more than one (1) Apprentice for every five (5) Journey Workers commencing with the sixth laborer employed.

- H. The Employer may not employ an Apprentice until at least one Journey Worker is employed and thereafter may not employ more than one (1) Apprentice for every additional three (3) Journey Workers.
- I. An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full range of craft skills, the JATC may request the Local Union to reassign the Apprentice to other employment in order to provide that experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all reassignments.
- J. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker.
- K. An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).
- L. It is the intent of the parties that this provision will not result in the displacement of Journey Workers.
- M. These provisions calling for the hiring of apprentices are not applicable to instances where the employer is recalling to employment employees who have worked for that company in the past year and these provisions apply only when the employer is hiring new employees.
- N. The Employer, whenever possible, may contact the apprentice program well in advance of hiring apprentices and arrange with the apprentice program for the training of apprentices to meet that employer's specific contemplated needs.
- O. All disputes arising under this provision shall for the duration of this contract be referred to a special designated grievance committee consisting of one designee from the Massachusetts Laborers' District Council and one designee from the Employer's Association.

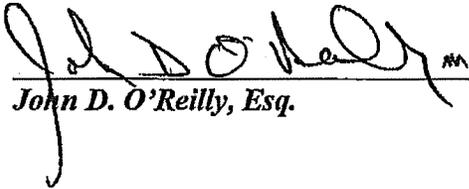
ARTICLE XXXIII
TERMINATION OF AGREEMENT

This Agreement will expire on May 31, 2017, except that if neither party to this Agreement gives notice in writing to the other party on or before March 31, 2017 that it desires a change after May 31, 2017, then this Agreement will continue in effect until May 31, 2018, and so on each year thereafter unless on or before March 31st of each year thereafter, a notice is given by either party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives, this 1st day of June 2012.

Labor Relations Division of
Construction Industries of
Massachusetts, Inc.

Massachusetts & Northern New England
Laborers' District Council
of the Laborers' International Union of
North America, AFL-CIO



John D. O'Reilly, Esq.



Joseph C. Bonfiglio
Business Manager



James V. Merloni
President

Date: 9/7/2012

Date: 9/7/2012

Witness: 

Armand E. Sabitoni, General Secretary, Treasurer and New England Regional Manager

Date: 9-7-12

APPENDIX A
WAGE RATES AND CLASSIFICATIONS

ZONE 1 **SUFFOLK COUNTY** (Boston, Chelsea, Revere, Winthrop, Deer & Nut Islands
MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford,
Melrose, **Newton**, Reading, Somerville, Stoneham, Wakefield, **Waltham**, **Watertown**,
Winchester, Winthrop, and Woburn only)
NORFOLK COUNTY (**Braintree**, Brookline, Dedham, Milton, Quincy and **Weymouth** only)

	6/1/2012	12/1/2012	6/1/2013	12/1/2013	6/1/2014	12/1/2014	6/1/2015	12/1/2015	6/1/2016	12/1/2016
INCREASE	0.00	0.55	0.75	1.00						
Wages	31.80	**	**	**	**	**	**	**	**	**
H & W	7.10									
Pension	7.05									
Annuity	5.40									
Nell-MCT Unified Trust	0.15									
Training	0.50									
Legal	0.70									
H & Safety	0.20									
CIM	0.15									
Total	53.10	53.65	54.40	55.15	55.90	56.65	57.40	58.15	58.90	59.90
*Dues & LPL	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)
Flaggers	20.50									

ZONE 2 The Counties of BARNSTABLE, BRISTOL, DUKES, ESSEX, NANTUCKET,
 PLYMOUTH, and WORCESTER
 MIDDLESEX COUNTY (with the exception of Arlington, Belmont, Burlington, Cambridge, Everett,
 Malden, Medford, Melrose, Newton, Reading, Somerville, Stoneham, Wakefield, Waltham,
 Watertown, Winchester, Winthrop, Woburn)
 NORFOLK COUNTY (with the exception of Braintree, Brookline, Dedham, Milton,
Quincy and Weymouth)
 FRANKLIN COUNTY (Warwick, and Orange only), ROCKINGHAM COUNTY (Salem, N.H. Only)

	6/1/2012	12/1/2012	6/1/2013	12/1/2013	6/1/2014	12/1/2014	6/1/2015	12/1/2015	6/1/2016	12/1/2016
INCREASE	0.00	0.30	0.50	0.75						
Wages	29.35	**	**	**	**	**	**	**	**	**
H & W	7.10									
Pension	7.05									
Annuity	4.50									
Net-MCT	0.15									
Unified										
Trust	0.50									
Training	0.70									
Legal	0.20									
H & Safety	0.15									
CIM	0.05									
Total	49.75	50.05	50.55	51.05	51.55	52.05	52.55	53.05	53.55	54.30
*Dues &										
LPL	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)
Flaggers	20.50	20.50	20.50	20.50	20.50	20.50	20.50	20.50	20.50	20.50

ZONE 3

HAMPDEN COUNTY

HAMPSHIRE COUNTY (with the exception of Chesterfield, Cummington, Goshen,
Middlefield, Plainfield, and Worthington)

FRANKLIN COUNTY (with the exception of Ashfield, Buckland, Charlemont, Hawley,
Heath, Orange, Rowe, and Warwick)

****Information will be posted at www.Masslaborers.org when allocated**

	6/1/2012	12/1/2012	6/1/2013	12/1/2013	6/1/2014	12/1/2014	6/1/2015	12/1/2015	6/1/2016
INCREASE	0.00	0.30	0.50						
Wages	26.44	**	**	**	**	**	**	**	**
H & W	7.10								
Pension	7.05								
Annuity	2.63								
NetI-MCT	0.15								
Unified									
Trust	0.50								
Training	0.70								
Legal	0.20								
H & Safety	0.15								
CIM	0.05								
Total	44.97	45.27	45.77	46.27	46.77	47.27	47.77	48.27	48.77
*Dues &									
LPL	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)	(-1.20)
Flaggers	20.50	20.50	20.50	20.50	20.50	20.50	20.50	20.50	20.50